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ABSTRACT

The collective bargaining agreement between Utica College of Syracuse University and the Utica College Chapter (95 members) of the American Association of University Professors (AAUP) covering the period September 1, 1984-August 31, 1987 is presented. Items covered in the agreement include: AAUP recognition, management rights, agreement subject to applicable law, nondiscrimination, academic freedom, governance, librarians, bargaining unit personnel files, professional and outside activities, working conditions, reduction in force, grievance procedure, strikes/lockouts, workload, salaries, group health and life insurance plans, remitted tuition, child dependent scholarships, retirement plan, union security, dues checkoff, and unit and administration meetings. The following functions of the faculty affairs committee are covered: promotion, tenure, emeritus status, and sabbatical leaves. Additional committees are discussed: executive committee, curriculum committee, academic standards committee, additions to the staff, hearing committee, and consultation. Appointments, promotion, reduction in staff, vacations, and leaves of absence for librarians are also covered. Salary schedules by faculty rank for 1984, 1985, and 1986 are included. (SW)

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ARTICLE I

PREAMBLE

This is an Agreement made and entered into September 1, 1984 by and between Utica College of Syracuse University (hereinafter called the employer or the College) and Utica College's Chapter of American Association of University Professors (hereinafter called the AAUP-UC.) In reference to the Chief Administrative Officer of the College, whenever the term President is used in this Agreement, the parenthetic (or designee) is automatically deemed a part of the term.

ARTICLE II

PURPOSE AND INTENT

The purpose of this Agreement is to promote and maintain a good relationship between the College and the AAUP-UC and to insure that there shall be such practices as will serve the cause of collegiality and bargaining unit member involvement in the design and development of Utica College as a viable institution. Both parties agree to strive together to insure the highest quality of service and professional standards of education. It is with these goals in mind that they have entered into this collective bargaining Agreement.

ARTICLE III

RECOGNITION

The College recognizes the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining in respect to terms and conditions of employment and rates of pay for the bargaining unit as described below:

All full-time faculty members including non-tenured faculty members employed by terminal contracts; professional librarians; Assistant Director of Library; Program Directors; Higher Education Opportunity counselors and coordinators; and field work counselors employed by Utica College of Syracuse University, but excluding all part-time faculty members; Syracuse University faculty members; non-professional employees; administrative personnel; Assistant Dean of Utica College; division chairpersons; Director of Continuing Education and Summer Sessions; Director of the Library;

Director of the Higher Education Opportunity Program; and all guards and supervisors as defined by the Act; and all other employees. (NLRB3-RC-6477 3-3-76)

ARTICLE IV

MANAGEMENT RIGHTS

Except as otherwise specifically provided herein and subject to the terms of this contract, all rights, functions and prerogatives of management will remain vested in Utica College, such as, but not limited to, the right to determine open positions, (see Article VIII, 5), to decide qualifications of applicants (see Article VIII, 5), to appoint, renew or not renew appointments (see Article VIII, 2), to grant tenure (see Article VIII, 2B), to promote in rank (see Article VIII, 2A), develop or reduce or eliminate programs of study (see Article XIV), to determine and schedule the academic year, to decide the direction the College will take on financial matters, and the control and development of all of its properties.

ARTICLE V

AGREEMENT SUBJECT TO APPLICABLE LAW

In the event any applicable law or court or administrative order or ruling shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order, or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE VI

NONDISCRIMINATION

It is agreed that neither the AAUP-UC nor the College will discriminate against any employee or applicant for employment, or any AAUP-UC member because of race, creed, color, age (to extent age discrimination is prohibited by Federal law), national origin, sex, sexual preference, pregnancy, marital status, lawful political activity (assuming such activity or affiliation does not conflict or interfere with performance of College duties), or the employee's activity in the AAUP-UC.

ARTICLE VII

ACADEMIC FREEDOM

The bargaining unit member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties.

The bargainig unit member is entitled to freedom in the classroom in discussing his/her subject but care should be taken not to introduce the teaching of controversial matter which has no relationship to his/her subject.

Utica College bargaining unit members, as citizens and members of learned professions, recognize the urgency of their obligations in the light of their responsibilities to the subjects they teach, to their students, to their profession and to the College. As persons of learning, they should remember that the public may judge the profession and the College by their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not institutional spokespersons.

ARTICLE VIII

GOVERNANCE

COMMITTEES

All committees will report their deliberations and recommendations to the President through the College Council or other such representative body.

Elected or appointed members of the various committees shall not serve on more than one standing committee at any one time with the exception of the Hearing Committee. The term of office shall be for two (2) years and restricted to one (1) additional consecutive term.

In the event that the President rejects the recommendations of a committee he will give reasons for his rejection.

The President may, at his discretion or upon invitation, attend and/or designate his representative to attend committee meetings as a non-voting member. Nothing in this contract shall preclude student representation on committees (excluding Hearing Committee and Executive Committee) providing the student members do not exceed 20% of the committee.

1. EXECUTIVE COMMITTEE

An Executive Committee will be formed to consider and develop proposals with respect to the academic and student programs of Utica College that are not the concern or responsibility of any standing committee as outlined in this Agreement. Nothing in this understanding shall preclude the recommendation or deliberation of committees not outlined in this Contract from presenting their findings to the President.

The Committee will be composed of eleven (11) elected representatives of the bargaining unit. The Chairperson and secretary will be determined by members of the Committee.

2. FACULTY AFFAIRS COMMITTEE

The Faculty Affairs Committee will be formed to consider matters and proposals dealing with promotion, tenure, renewal or non-renewal, sabbatical leaves and emeritus status, for members of the bargaining unit.

The decision to renew or not to renew appointments in the first three (3) years of the member's service at the College is the prerogative of the Division Chairperson working in concert with the tenured faculty of that division in a meeting called for that purpose and subject to the approval of the President.

Faculty members in their fourth and fifth year of credited service at the College whose renewal of appointment is not recommended by the Chairperson and the tenured faculty of the respective division shall have their cases considered by the Faculty Affairs Committee. Recommendations for the awarding of tenure shall be the joint prerogative of the Faculty Affairs Committee and of the President.

The Committee shall be composed of eight (8) members with tenure or permanent appointment elected by members of the bargaining unit. The Committee will be composed of at least three (3) professors and three (3) associate professors. Every effort will be made to include at least one (1) woman and/or minority on the committee. Members will not serve in the year they are candidates for promotion.

In considering the request of candidates for tenure, promotion and renewal, it will be the joint obligation of the Faculty Affairs Committee and President to employ all reasonable procedures to insure total review of circumstances in arriving at a decision.

Applicants for promotion, tenure or renewal who are rejected by the Committee, or the President shall have the right to appeal the decision. (In appeals pertaining to procedure, see Article VIII, 6). The intent to appeal will be forwarded in writing within ten (10) calendar days of receipt of the decision to the President and Chairperson of the Faculty Affairs Committee. The burden of proof will rest with the applicant. The proceeding of appeal will commence within fourteen (14) calendar days after receipt of such written intent to appeal.

The affected bargaining unit members will have the right to present their objections to the decisions to either the President and/or the Faculty Affairs Committee. They shall have the right to present their case with the assistance of a faculty member of their choosing.

Such matters involving professional status are not subject to the grievance procedures as outlined in Article XV but limited to the procedure outlined in this Article.

A. PROMOTION

The Division Chairperson requests an updated Summary of Professional Activities form from the candidate which the Chairperson reviews prior to submitting it to the Faculty Affairs Committee.

The Division Chairperson will call a meeting of the tenured members of the faculty of the division to discuss the qualifications of the eligible candidates who have chosen to be considered for promotion. The vote and recommendations of the tenured members of the division will be forwarded to the Faculty Affairs Committee. The Division Chairperson will also submit an independent recommendation to the Faculty Affairs Committee.

Recommendations for granting promotion shall be the joint prerogative of the Faculty Affairs Committee and the President. Such recommendations will be forwarded to the Chancellor for review by the Board of Trustees. In the event of an irreconcilable disagreement between the Faculty Affairs Committee and the President, both recommendations will be forwarded to the Chancellor for his decision. Faculty members will be notified in writing by the President of the granting or denial of their promotion.

1. Prerequisites for Faculty Promotion

a. Educational Background - Although the terminal degree is considered essential, lack of such a degree will not preclude faculty members from consideration for promotion provided they have the other prerequisites listed below.

b. Time in Rank

1. To be considered for promotion in rank:

a) From Instructor to Assistant Professor: Candidates must have completed no less than the first year of their instructorship.

b) From Assistant Professor to Associate Professor: Candidates must be serving in no less than the fourth year of their assistant professorship.

c) From Associate Professor to Full Professor: Candidates must be serving in no less than the fifth year of their associate professorship.

2. Early Promotion - Variations from these minimum time requirements will be considered only under conditions of the most exceptional performance with regard to stated criteria for promotion, and require the recommendation of the Chairperson and the tenured faculty of the respective division to come before the Faculty Affairs Committee for a vote of whether or not to consider such a promotion.

3. No one is entitled to promotion merely because of length of service. Accomplishment and not time in rank is the essential criterion.

4. Paid leaves of absence or sabbaticals are not normally considered as periods of service in rank. However, persons applying for leave of absence under conditions which they feel should be afforded such consideration could apply to the Faculty Affairs Committee for consideration of time in rank credit based on the academic merit of the particular experience associated with the leave.

5. Exchange teaching, approved by the college administration, will be afforded time in rank credit.

6. There will be a one-year limit on such leave credit.

7. In all cases, approval of time in rank credit should be obtained before undertaking the leave of absence.

2. Evaluation Categories

a. Teaching - The candidate should show exceptional ability and interest in teaching. In addition to evaluating classroom performance, the committee will consider the candidate's activities as an academic advisor and work done with students outside the classroom. The committee may utilize student opinionnaires and evaluation by colleagues in judging teaching performance. Creative teaching, the innovation of courses and programs, and the improvement of existing courses will also be taken into consideration.

b. Professional Accomplishment - The candidate should show evidence of creative activity in his/her profession. Scholarly publication is one measurement of professional accomplishment. Scholarly publication includes articles in reputable journals, and books. The committee will consider other evidence of creative activity besides publication. Publication is desirable but not absolutely necessary for promotion.

c. Service - A candidate should show evidence of meritorious service to the teaching profession, the College, and the community at large. Service as an AAUP-UC officer shall be recognized as such service.

B. TENURE

Tenure is the granting of a continous appointment at Utica College to the faculty members represented by AAUP-UC who have served a probationary period and met the stipulated criteria. Tenure may be terminated for adequate cause, such as, but not limited to, disregard of duties, incompetence, financial exigency, discontinuation of academic programs, moral turpitude, or actions which knowingly obstruct the educational purposes and functions of the College. In case of termination of tenure, the burden of proof concerning the cause rests with the College.

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1. Procedures

Faculty members under consideration for tenure will be responsible for updating their Summary of Professional Activities and submitting any material which they think may help consideration of their professional circumstances to the Division Chairperson. The Faculty Affairs Committee recommends to the President that tenure be granted or denied. For its deliberations the committee receives a recommendation from the Division Chairperson who may appear before the Committee, a recommendation from the tenured faculty of the division to which the faculty member is assigned, relevant materials submitted by the faculty member, and any other materials deemed necessary by the Committee.

The maximum probationary period at Utica College is seven years. However, notice should be given at least one year prior to the expiration of the probationary period if the member is not to be continued in service after the expiration of that period. Leaves of absence are not normally considered as periods of service in rank. However, persons applying for leaves of absence under conditions which they feel should be afforded such consideration could apply to the Faculty Affairs Committee for consideration of time in rank credit based on the academic merit of the particular experience associated with the leave. Up to a maximum of three years of full-time service rendered to another accredited college or university may be credited to a new faculty member. The exact number of years credited will be negotiated between the new faculty member and the chair of the relevant division. In the event that the chair and new faculty member cannot reach agreement, the President of the College will make a final and binding decision. An individual electing to accept two or three full years of credited service waives the right to a Faculty Affairs Committee review of a negative decision for renewal in the fourth or fifth year of credited service to the college.

Recommendations for awarding tenure shall be the joint prerogative of the Faculty Affairs Committee and the President. Such recommendations will be forwarded to the Chancellor for review by the Board of Trustees. In the event of an irreconcilable disagreement between the Faculty Affairs Committee and the President, both recommendations will be forwarded to the Chancellor for his decision. Faculty members will be notified in writing by the President of their award of denial of tenure.

2. Criteria

The probationary period gives faculty members time to prove themselves, and their colleagues time to observe and evaluate the members on the basis of performance in the position rather than only on the basis of edcuation, training, and recommendations.

The criteria for retention and/or tenure, therefore, must include (1) the expected accomplishments for promotion and (2) other specific needs of a division, such as balance and future plans concerning the direction of the division and the College.

C. EMERITUS STATUS

1. A faculty member shall have completed a minimum of ten years of service at Utica College to be eligible for emeritus status recommendation.

2. The faculty member should be in good standing at Utica College.

D. SABBATICAL LEAVES

Tenured faculty members are eligible for a sabbatical leave every seventh year. The leave may be for one semester at full pay and benefits or for one academic year at half pay and benefits. Detailed application, accompanied by the Division Chairperson's recommendation, must be submitted to the Academic Dean by December 1 of the previous year. The Faculy Affairs Committee will recommend sabbatical leaves for the Academic Dean's approval on the basis of the proposal's academic merit and the expected benefit to the College. The Committee's recommendations are not open to appeal.

3. CURRICULUM COMMITTEE: The Curriculum Committee shall consist of five elected faculty members, one librarian, and one administrator appointed by the President. The five elected faculty members and one librarian will be determined by AAUP-UC.

1. Function and Authority

The Curriculum Committee shall:

a. Review and recommend to the President changes in course numbers and changes in course titles and descriptions.

b. Recommend to the President changes in numbers of credit hours granted, changes in or additions to the courses and curricula offered by the College.

c. Recommend to the President standards and policies governing all permanent courses and curricula offered by the College.

d. Receive recommendations, study and/or initiate action in regard to any curricular matters that are of concern to the College.

4. ACADEMIC STANDARDS COMMITTEE

The Academic Standards Committee shall be elected from the bargaining unit as determined by AAUP-UC. The Committee shall consist of six elected members.

1. Function and Authority

The Academic Standards Committee shall:

a. Recommend to the President regulations affecting any aspect of academic standing (such as attendance, withdrawal, eligibility, advanced credit, etc.).

b. Recommend to the President approval standards for honors and probation.

c. Recommend action on all petitions involving academic regulations and changes of grade already entered on the record.

d. Review the records of and recommend action on students having academic deficiencies.

e. Recommend for the President's approval admissions standards and procedures, and standards governing transfer of credit from other institutions.

f. Receive recommendations, study and/or initiate action in regard to any academic or pedagogical matters that are of concern to the College.

5. ADDITIONS TO THE STAFF

a. Requests for new positions or replacements for faculty positions originate with Division Chairpersons, Directors or faculty within the discipline in which the position is sought, or the President. The request shall be in writing and contain justification for the position as well as the academic qualifications required for the position. The approval of the President is required before the appointment can be made.

B. Individual faculty members may teach particular courses that they are qualified to teach in other divisions with the concurrence of the chairpersons and approval of the President.

If a faculty member's request for reassignment to a different division is approved by the President after consultation with the affected divisions, the faculty member's promotion and tenure recommendations will be made only by the tenured faculty of the division to which the faculty member has been reassigned.

6. HEARING COMMITTEE:

The Hearing Committee shall consist of five members of the Bargaining Unit elected as determined by AAUP-UC. The Committee shall review upon request of the affected bargaining unit member when he/she alleges a violation of his/her academic freedom as defined in the Agreement has been abridged, or the procedures for renewal/non-renewal of appointment, tenure and promotion employed by the Faculty Affairs Committee or the President of the College were inconsistent with the provisions outlined in this Agreement.

The Committee will not substitute its judgements on the merits of action by any body above, but shall be restricted to determining whether or not the procedures employed were consistant with this Agreement. Upon substantiated and documented findings of procedural violations, the Hearing Committee shall remand the case for reconsideration by the appropriate body (or bodies). Such reconsideration should address specifically the procedural defect cited by the Hearing Committee, and should be completed in a timely manner. The Hearing Committee shall determine what constitutes a violation of procedure in the above matters, but the Committee must assume responsibility for documenting that the alleged violation has occured.

7. CONSULTATION

Division Chairpersons shall consult bargaining unit members directly, fully and without delay, on matters affecting curriculum and staffing in their disciplines. This consultation should seek to maximize opportunities for meaningful input from bargainig unit members in the affected Division.

ARTICLE IX

LIBRARIANS

Utica College will recognize three ranks of librarians: Librarian I, Librarian II, and Librarian III.

APPOINTMENTS

All appointments to the position of librarian will be made by the Director of the Library on a fiscal year basis. A search committee of three will be created from the professional staff to assist and recommend candidates to the Director for appointment to open positions.

The first two years of employment are recognized as the probation period. Upon satisfactorily completing the probationary period the librarian will be informed in writing that he/she has been granted a permanent appointment.

During the probationary period the librarian who has not been judged to meet the requirements of the position can be terminated with one month's notice. Terminations for librarians on permanent appointment with less than five years service will be granted a four months notice of termination (except for cause). Librarians with more than five years of service will be granted one year's notice of termination (except for cause).

REDUCTION OF LIBRARIAN STAFF

In the event of a reduction in staff of professional librarians, the librarian with least service will be affected first, providing the more senior librarian has the skill and ability to perform the required work. In the event that a librarian with three or more years of service is terminated for cause, the affected librarian has the right to present his/her objections to the decision to the Faculty Affairs Committees and/or to the President, with the assistance of another librarian as he/she decides, within 10 calendar days of notice of termination. Termination for cause is not subject to the grievance procedure as outlined in Article XV but is limited to the aforementioned review.

VACATION

Vacation of twenty (20) days shall be granted on the one year anniversary date of full employment and on each subsequent July 1. Vacation is to be taken at the mutual convenience of the librarian and the Director of the Library and must be taked during the fiscal year (July 1 - June30) in which it is granted. Vacation not taken by June 30 of the year in which it is granted will be forfeited.

During the probationary year, but within the fiscal year in which he/she will attain one full year of service, with the approval of the Director of the Library, a librarian may schedule vacation time without pay, and be reimbursed at the end of the full year of service.

Librarians who are actively employed also receive one-half the number of working days which occur during the student vacations at the end of the fall term and during the Spring vacation. All librarians are eligible upon employment. These short periods must be taken during the recesses or, if a librarian must cover a schedule during one of these periods, compensatory time is to be taken within a reasonable time thereafter, preferably within one month. Such vacation time will be taken at the mutual convenience of the employee and the Library Director.

If a written request is sent by the employee to the Office of the Comptroller at least ten (10) working days prior to a scheduled vacation, a check for any pay day falling within the scheduled vacation will be available on the day before the vacation commences.

LEAVE OF ABSENCE

Upon completion of one year's credited service, a Librarian may apply for a leave of absence, with or without pay and/or benefits depending on the purpose of such leave.

Leaves may be requested for a period up to one year (12 months) and are subject to the final approval of the President, based on recommendations by the Director of the Library.

Applications for Leaves of Absence should be submitted to the Director of the Library at least six (6) months before the requested start date of the leave. Application should include all details and accompanying statements necessary for the Director of the Library to process the recommendations.

The Leave of Absence may not be used to accept paid employment elsewhere during the period of the leave except that the recipient of a leave may receive financial assistence in the form of fellowships, grants, honoraria or scholarships without prejudice to the conditions of the leave.

Service credits do not normally accumulate during the leave although service acquired prior to the leave will be protected during the period of the leave. However, persons applying for a leave of absence under conditions which they feel should be afforded such consideration could apply to the Faculty Affairs Committee for consideration of service credit based on the academic merit of the particular experience associated with the leave.

Failure to return to work upon expiration of leave or acceptance of employment elsewhere during the period of leave will be considered voluntary termination.

PROMOTION

Recommendation for promotion for librarians with permanent appointment will be made to the President by the Faculty Affairs Committee.

1. Education: The MLS shall be considered the terminal degree for librarians. Lack of an additional degree shall not preclude librarians from consideration for promotion provided they have the other prerequisites listed below.

2. Time in rank: To be considered for promotion in rank:

   (a) from Librarian I to Librarian II, candidates must have completed no less than two years in the rank of Librarian I.

   (b) from Librarian II to Librarian III, candidates must have completed no less than three years in the rank of Librarian II.

No one is entitled to promotion merely because of length of service. Accomplishment and not time in rank is the essential criterion.

3. Evaluation Categories:

(a) Librarianship: Candidates should demonstrate excellence in the acquisition, organization or retrieval of library resources. Evaluation by colleagues, creative or innovative activities within specific areas of responsibility may be considered in judging performance.

(b) Professional Accomplishment: Candidates should demonstrate participation in professional activities in the areas of academic librarianship such as, but not limited to, library consortia and network development computer applications and professional organizations.

(c) Service: Candidates should show evidence of meritorious service to librarianship, the College and the community at large.

FLEX-TIME

Librarians will have the option of adopting alternative weekly work schedules when such a schedule does not have a disadvantageous impact on library service and has been approved by the Director of the Library.

ARTICLE X

H.E.O.P. REPRESENTED PERSONNEL

APPOINTMENTS

All appointments to the staff of HEOP will be made by the Director on a fiscal year basis. The first full year of employment is recognized as the probationary period. Upon satisfactorily completing the probationary period the employee will be informed in writing that he/she has been granted a permanent appointment. During the probationary period the employee who has not been judged to meet the requirements of the position can be terminated with one month's notice. Employees with more than one year of service will be granted three months notice of termination (except for cause).

REDUCTION OF STAFF

In the event of a reduction in staff of HEOP personnel, the employee with least service will be affected first, providing the more senior employee has the skill and ability to perform the required work.

VACATION

Vacation of twenty (20) days shall be granted on the one year anniversary date of full employment and on each subsequent July 1. Vacation is to be taken at the mutual convenience of the employee and the Director and must be taken during the fiscal year (July 1 - June 30) in which it is granted. Vacation not taken by June 30 of the year which it is granted will be forfeited.

During the probationary year, but within the fiscal year in which he/she will attain one full year of service, with the approval of the Director, an employee may schedule vacation time without pay, and be reimbursed at the end of the full year of service.

Employees who are actively employed also receive one-half the number of working days which occur during the student vacations at the end of the fall term and during Spring vacation. All employees are eligible upon employment. These short periods must be taken during the recesses or, if an employee must cover a schedule during one of these periods, compensatory time is to be taken within a reasonable time thereafter, preferably within one month. Such vacation time will be taken at the mutual convenience of the employee and the HEOP Director.

If a written request is sent by the employee to the Office of the Comptroller at least ten (10) working days prior to a scheduled vacation, a check for any pay day falling within the scheduled vacation will be available on the day before the vacation commences.

ARTICLE XI

BARGAINING UNIT PERSONNEL FILES

Section 1. The College will maintain one central personnel file on each employee covered by this contract in the Administrative office located in DePerno Hall. This provision shall not preclude the accumulation of a personnel file in each division office. However, materials in this file shall be retained for one college year only, after which pertinent materials shall be placed in the central personnel file.

Each employee will have the right to review contents in his/her temporary Division file and Central Personnel file, dating from the first day of employment. Such review will be carried out at a reasonable time and on an appointment basis in the presence of the chief academic officer (or designee).

Section 2. If, in the opinion of the unit member, the file contains erroneous or irrelevant information the unit member will have the right to reduce his/her objections or suggested corrections to writing which will be included as part of the file.

Section 3. The employee will also have the right to review all work performance evaluations prior to their becoming part of the unit member's record.

Section 4. Administrator's having access to the files will be limited to the President, Executive Vice President and Dean. Other persons will have access only upon written permission of the bargaining unit member.

ARTICLE XII

PROFESSIONAL AND OUTSIDE ACTIVITIES

Section 1. Professional activities of the bargaining unit members are generally understood to encompass efforts that will enhance the professional stature of the participants. Teaching, research, writing and publishing, participation in meetings of learned societies and professional associations, conduct of and participation in seminars, conferences and workshops are included in professional activities encouraged by the College. Performance and promotion of professional activities by the member is a departmental interest and the responsibility of the division chairperson or director and the President.

Section 2. Members of the bargaining unit, upon the approval of the President may perform outside services for remuneration during the academic year, providing:

a) Prior to the undertaking a request must go to the President furnishing essential information for approval.

b) The services will not be performed at times that conflict with College duties and responsibilities.

c) No member of the bargaining unit may provide services in a matter that will bring him/her into opposition to the interest of the College.

d) The person providing services must notify his client that he respresents himself, not the College, and the College is not a party to the agreement. The College in no way is responsible or liable for the performance or results of such services.

e) Payment for such services is a matter between the client and the bargaining unit member. The College will not act as an agent for either party.

ARTICLE XIII

WORKING CONDITIONS

Section 1. The College will furnish a bulletin board to be located on the second floor of the Administration Building for use of the AAUP-UC.

Section 2. The College will make reasonable efforts to continue parking benefits without cost, secretarial services, duplicating facilities, dining facilities and reasonable use of facilities for AAUP-UC purposes on a reservation basis. It is understood that the bargaining unit will pay for any labor or supplies for services expended for AAUP-UC matters.

ARTICLE XIV

REDUCTION IN FORCE

In the event of a reduction in academic offerings, elimination of programs, and/or financial exigency, which results in the reduction of personnel covered by this Agreement, the following procedures will be followed:

1. When feasible, the process of natural attrition shall be used to achieve the retrenchment.

2. If the retrenchment cannot be accomplished by natural attrition the members of the unit shall be given the opportunity to reach voluntary agreement among themselves as to order of retrenchment.

3. If the retrenchment cannot be accomplished with the foregoing, part-time professional employees in areas of work represented by AAUP-UC and/or members retained beyond retirement age will be terminated first, then non-tenured will be terminated, then tenured members of the unit.

4. The retrenchment procedure outlined in (3) will be in the order of seniority provided that the members who are retained are qualified by experience and academically to teach courses and programs that remain.

5. In the event that the curtailed programs or courses are reinstated within three years of their curtailment, the laid-off member with most service will be recalled first. It will be the laid-off member's responsibility to notify the College of his/her current mailing address.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. A grievance shall be any matter involving interpretation or application of this contract (with the exception of matters dealing with granting of tenure, renewal and nonrenewal, or promotions which are covered in Article VIII) and shall be subject to the following procedure:

Step I. A grievance should first be raised informally and orally by the employees with or without AAUP-UC representation with the Division Chairperson or Director within ten (10) calendar days of the incident giving rise to the grievance, or within ten (10) calendar days of the date that the employee has knowledge of the incident, if later.

Step II. If the grievance cannot be resolved in Step I, the grievant shall present the matter in writing through the AAUP-UC Grievance Officer to the Division Chairperson or Director. The written grievance must be filed within twenty (20) calendar days of the incident giving rise to the grievance, or within twenty (20) calendar days of the date that the employee has knowledge of the grievance, if later. After discussion with the AAUP-UC Grievance Officer and/or the Grievant, the Chairperson or Director will reply in writing within seven (7) calendar days of the receipt of the grievance.

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Step III. If the grievance is not resolved in Step II the matter may be appealed to the AAUP-UC Grievance Committee (not to exceed three(3) members) and the President of the College for discussion and review in the presence of the grievant. This appeal must occur within five (5) calendar days of receipt of the Step II answer. The President of the College will reply in writing within seven (7) calendar days of receipt of the grievance.

Step IV. If no satisfactory settlement is made in Step III the AAUP-UC may submit the matter in writing (copy to the College) to the American Arbitration Association in accordance with its voluntary arbitration rules. The submission to arbitration must occur within ten (10) calendar days of receipt of the President's in Step III. The decision of the arbitrator shall be final and binding on both parties.

Section 2. The arbitrator shall have no power to add to or subtract from or change any provision of this Agreement, nor shall he/she have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactive beyond the date of the grievance.

Section 3. The fees and expenses of the arbitrator shall be shared equally by the College and AAUP-UC.

Section 4. Unless the grievance is raised, served in writing, proffered, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only by the written consent of both the College and the AAUP-UC, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

Section 5. With respect to claimed violations of Article VIII, 2B, the grievance/arbitration machinery shall not be available if the employee files a complaint with any state or federal agency relating to the same incident.

ARTICLE XVI

STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strike, slowdown, boycott of classes, or any other concerted acts that interfere with the normal operation of the College.

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In the event of a breach of this Article the AAUP-UC agrees to promptly take all reasonable steps to terminate such activities. Should any bargaining unit member participate in an action prohibited by this Article, the violator(s) shall be subject to discipline which may include discharge. The degree of discipline shall not be subject to the grievance arbitration procedure but the question of whether the employee participated in an act prohibited by this Article is subject to the grievance/arbitration procedure.

Section 2. The College agrees that during the term of this contract there will be no lockout.

ARTICLE XVII

WORKLOAD

The workload of each Division shall be planned so that the Division and its members can provide for the student credit hours for courses throughout the day and evening for each semester. The scheduling of courses shall be the responsibility of the Division Chairperson for each Division.

1. The required teaching load of a full-time faculty member shall not exceed twenty-four (24) classroom contact hours per academic year. All full-time members of the faculty shall be eligible to apply for compensated overload, not to exceed one course per semester, at the then prevailing overload rate, and assignment shall be by the President.

2. Each full time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the Division Chairperson or President, to attend scheduled meetings of the Division of College, including Commencement and Convocation, to provide accurate and timely reports as requested by the College concerning student evaluations and enrollment; shall arrange and schedule office hours at times reasonably convenient to students, assist in registration and orientation during the academic year, and other normal College services such as advising student organizations, extra curricular activities and the like.

3. In those cases where the nature of the workloading as outlined so far is inappropriate, the following provisions will be employed:

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a. The affected faculty member will submit in writing with the assistance of the President of AAUP-UC to the Division Chairperson the planned workloading (consistent with the needs of the approved program) for each semester. Upon approval of the plan by the Division Chairperson, the plan will be submitted for approval to the President by the Division Chairperson.

b. In those cases where a faculty member has more than three (3) course preparations in a semester or extra heavy responsibilities other than classroom instruction are required by a faculty member, a commensurate reduction in teaching load may be approved by the President.

c. Such special arrangements for faculty when approved shall be forwarded to AAUP-UC.

ARTICLE XVIII

SALARIES

I. 1984-85 ACADEMIC YEAR

1. Effective with the starting date of their 1984-85 contract, members of the bargaining unit employed prior to March 1, 1984, shall have their annual base salary increased by 5.5%

2. Effective with the starting date of their 1984-85 contract, members of the bargaining unit employed after March 1, 1984, shall receive increases pro-rated on academic year length of service.

3. Effective with the starting date of their 1984-85 contract, program directors' and coordinators' additional compensation will be increased by 5.5%.

4. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted in Items 1, 2, and 3 above, during the term of this agreement. The President will notify AAUP/Utica College within two weeks of any action taken in accordance with this section.

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II. 1985-86 ACADEMIC YEAR

1. Effective with the starting date of their 1985-86 contract, members of the bargaining unit employed prior to March 1, 1985 shall have their annual base salary increased by the same average percent granted to the faculty of Syracuse University for the 1985-86 academic year.

2. Effective with the starting date of their 1985-86 contract, members of the bargaining unit employed after March 1, 1985, shall receive increases pro-rated on academic year length of service.

3. Effective with the starting date of their 1985-86 contract, program directors' and coordinators' additional compensation will be increased by the same average percent granted to the faculty of Syracuse University for the 1985-86 academic year.

4. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted in items 1, 2, and 3 above, during the term of this agreement. The President will notify AAUP/Utica College within two weeks of any action taken in accordance with this section.

III. 1986-87 ACADEMIC YEAR

1. Effective with the starting date of their 1986-87 contract, members of the bargaining unit employed prior to March 1, 1986, shall have their annual base salary increased by the same average percent granted to the faculty of Syracuse University for the 1986-87 academic year.

2. Effective with the starting date of their 1986-87 contract, members of the bargaining unit employed after March 1, 1986, shall receive increases pro-rated on academic year length of service.

3. Effective with the starting date of their 1986-87 contract, program directors' and coordinators' additional compensation will be increased by the same average percent granted to the faculty of Syracuse University for the 1986-87 academic year.

4. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted in Items 1, 2, and 3 above, during the term of this agreement. The President will notify AAUP/Utica College within two weeks of any action taken in accordance with this section.

B. Promotions:

The base salary of promoted members of the bargaining unit will be increased (in addition to increases indicated in Article XVIII, A) as follows:

- A faculty member promoted to the rank of Professor - $1,200

- A faculty member promoted to the rank of Associate Professor - $1,100

- A faculty member promoted to the rank of Assistant Professor - $1,000

- A Librarian promoted to the rank of Librarian II - $1,000

C. Continuing Education or Overload Courses

Faculty members who teach continuing education or overload courses will be paid the full rate according to their rank as outlined in the compensation schedule for overload for teaching courses with enrollment of six (6) or more students.

The College has the option to cancel courses with fewer than six (6) students. However, if any course is taught with fewer than six (6) students, the instructor will receive full rate according to his/her rank as outlined in the compensation schedule.

Compensation Schedule:

Effective September 1, 1984

Faculty Rank	Dollar Per Credit Hour
Professor	415
Associate Professor	384
Assistant Professor	350
Instructor	320
Librarian	320

Effective September 1, 1985

Faculty Rank	Dollar Per Credit Hour
Professor	431
Associate Professor	399
Assistant Professor	364
Instructor	333
Librarian	333

Effective September 1, 1986

Faculty Rank	Dollar Per Credit Hour
Professor	447
Associate Professor	413
Assistant Professor	377
Instructor	345
Librarian	345

D. Librarians Overtime:

Librarians who are requested to work on a scheduled overtime basis will be paid either:

A. An hourly rate equal to 1/1950 times their annual base salary, or

B. Compensatory time off to be arranged at the mutual convenience of the librarian and the Director of the Library.

ARTICLE XIX

FRINGE BENEFITS

1. Group Health Care Plan

A. The College will provide a Health Care Plan for full time members of the bargaining unit through Syracuse University. Participation is optional and is contributory. Coverage extends to the employee and the employees spouse; all unmarried children between the ages of seven (7) days and nineteen (19) years; unmarried children up to age twenty-three (23) who are full-time students; and children totally handicapped prior to age nineteen (19) who reside with the employee, and includes:

Hospital Care - First $1,000 in full, 80% reimbursement thereafter.

Medical - $50 deductible per person per year. 80% reimbursement thereafter.

Surgical - No deductible. 80% reimbursement of charges.

Emergency Room - For treatment within 24 hours of accident. 100% reimbursement.

Psychiatric - Non-hospital treatment - 50% of professional fees to $1,500 per person per calendar year.

Maximum - $500,000 "all cause" per person. When total covered charges exceed $5,000 per individual in a calendar year, additional covered charges will be paid at 100% for the rest of the calendar year.

Deductible - $50 per person per calendar year to $150 maximum per family.

Enrollment must occur within 31 days of the full-time employment date for immediate coverage and is cancelled when employment terminates for any reason other than retirement or covered disability.

Details of the plan are described in the "Group Health Care Certificate" available in the Personnel Office, Skytop Office Building, Syracuse University.

B. The College will continue to provide the Group Health Care Plan through Syracuse University to employees who are between the ages of 65 and 70 enrolled or had been enrolled at the time of their retirement after January 1, 1979. This coverage is non-contributory and is also available to the spouse of the employee or retiree who meets the eligibilty requirements of the Group Health Care Plan. Federal Medical benefits will be applied as an offset to the Group Health Plan.

2. Group Life Insurance Plan

The College agrees to provide Group (Term) Life Insurance coverage through Syracuse University for full-time members of the bargaining unit. Employees are eligible to enroll at the beginning of employment. Upon enrollment, the coverage will include:

A. $3,000 of Life Insurance and $3,000 of Accidential Death and Dismemberment insurance on a non-contributory basis.

B. Additional Life Insurance coverage up to $50,000 based on the salary and age of the employee, will be available to all members of the bargaining unit on a contributory basis.

Enrollment must occur within 31 days of the full-time employment date for immediate coverage, and is cancelled when employment terminates for any reason other than retirement or covered disability.

Details of the Plan are described in the "Group Life Insurance Certificate" available in the Personnel Office, Skytop Office Building, Syracuse University.

3. Educational Benefits

A. Remitted Tuition

All bargaining unit members are eligible upon employment for up to six hours of remitted tuition each fall and spring semester at Utica College or in any division of Syracuse University. Bargaining unit members must be actively employed and on the payroll within the second week of classes to qualify for semester benefits.

No additional remitted tuition credits are given for the summer. However, unused credits up to six hours, accumulated from the fall and spring semester, may be used in the third (summer) term of University College or during the summer session at Utica College.

Student Activity, laboratory, individual instruction, health, athletic, general and other fees are not remitted and must be paid by the individual. The University also reserves the right to restrict the use of remitted tuition for certain workshop courses, non-credit courses and special programs.

Half of the bargaining unit member's unused tuition credits, up to three hours per semester in the fall and in the spring, may be transferred to the use of the member's spouse who is not independently eligible for remitted tuition benefits as an employee or a graduate student. These credits may be transferred for use each semester as earned, or up to six hours may be accumulated for use of the spouse during the summer session at Utica College or in the third (summer) term at University College.

All remitted tuition benefits cease with termination of employment for any reason which breaks the accumulation of service credits. Course enrollments of either the bargaining unit member or spouse that are continued after a termination that occurs during a semester will require payment of the prorated tuition balance.

Faculty members and librarians who officially/formally retire may continue to receive up to six credit hours of remitted tuition each fall and each spring semester.

Unused retiree credits up to three hours each semester may be transferred to the spouse as noted above, except that there are no tuition benefits or transfers for retirees in the summer.

Tuition benefits terminate if employment conditions are changed to less than regular part-time.

B. Child Dependent Scholarships

Full-time faculty members (except adjunct and visiting faculty) and librarians upon employment and HEOP bargaining unit members upon completion of three years continuous service are eligible for dependent tuition benefits.

Children; natural, legally adopted or stepchildren, claimed with IRS as dependents by the employee parent, may receive tuition scholarships applicable to full-time work in a matriculated status for studies leading to the first baccalaureate degree at Syracuse University or Utica College. This scholarship benefit is equal to the minimum number of credit hours required for completion of the student's degree program. The benefit is limited to those total credit hours or completion of the first baccalaureate degree, whichever comes first. The student must meet University requirements for continuation in the academic program. Dependent children who have attended other institutions will have their number of credit hours of scholarship reduced by the number of credit hours of study accepted for transfer from the other institution(s).

For each recipient of a child dependent scholarship who does not live in University or College residential housing, the maximum benefit awarded is regular tuition less the sum of all tuition assistance, state or federal scholarships or grants received by the student who qualifies for such aid. The student who qualifies must apply for all such state and federal tuition assistance awards. Failure to apply when qualified will result in a reduction of the dependent scholarship benefit by the equivalent of the minimum amount of such awards.

Each recipient of a child dependent scholarship who lives in University or College residential housing may use any applicable federal grants and awards toward payment of room and board. However, for courses taken at Utica College, such scholarships, prizes or grants shall first be used for books.

Termination of employment or change in status to less than full-time employment will immediately terminate dependent tuition benefits. Student enrollment continued after a termination that occurs during a semester will require payment of the prorated tuition balance.

If a faculty member or librarian who has completed seven years consecutive service dies, dependent tuition scholarship benefits will be made available to surviving dependent children of the deceased faculty member or librarian who are participating at the time of death or when such surviving dependent children become eligible for matriculation in an academic program at Syracuse University or Utica College.

This same benefit coverage will be extended to the dependent children of full-time faculty and librarians who officially/formally retire from Utica College.

Student activity, laboratory, individual instruction, health, athletic, general and other fees are not covered by dependent tuition scholarship benefits and must be paid by the individual.

C. Spouse Dependent Scholarship

In addition to benefits for their dependent children, bargaining unit members are eligible upon employment for tuition benefits for their spouses as described below.

Spouses of full-time bargaining unit members may receive tuition scholarship awards for either full-time or part-time work in a matriculated status or studies leading to the first baccalaureate degree. This scholarship benefit is equal to the minimum number of credit hours needed for the completion of the first baccalaureate degree.

Spouses receiving dependent scholarship tuition benefits may not receive simultaneously unused credits transferable from the bargaining unit member as described in "A" above.

Termination of full-time employment terminates dependent scholarship benefits for the spouse. However, if the bargaining unit member retires or dies, a spouse already matriculted in an academic program at Syracuse University or Utica College and receiving dependent scholarship aid at the time will continue to receive these benefits under the orginial terms of the spouse's program. HEOP employees must have three years full-time service to qualify for this extension of benefits.

D. Tuition Exchange Program

Syracuse University's membership in Tuition Exchange, Inc. enables faculty and librarians at Utica College to apply for tuition exchange benefits for their dependent children at other institutions participating in Tuition Exchange.

E. Cash Grant Program

Dependent children of tenured faculty and other members of the bargaining unit who have completed seven (7) years consecutive full-time service are eligible to apply for a cash grant benefit. This program provides for payment of a cash grant, applicable to tuition only, when the dependent child attends another accredited college or university. The benefit is restricted to full-time study in a matriculated status leading to the first baccalaureate degree. The maximum cash grant is:

a) $500 per semester

b) However, dependent children of bargaining unit members employed as of the start of the fall 1981 semester will receive $1,080 per semester for the eligible semesters during the bargaining unit member's employment at Utica College. The cash grant will apply to the tuition remainder after crediting other applicable scholarship and grant aid. Payments are made directly to the institution by the College.

4. Long Term Disability Plan

The College agrees to continue the Long Term Disability Plan for full time members covered by this Agreement in the event of absence from work due to occupational or non-occupational injury or sickness which prevents the bargaining unit member from performing each and every duty of his/her occupation.

The Plan for bargaining unit members with one or more years of continous service provides the following benefits. For fulltime bargaining unit members with less than one year of continous service, the benefits will continue for 12 months only.

1) First eight weeks of disability the eligible person will receive full pay.

2) the next eighteen (18) weeks of disability will be paid at 60% of base salary plus waiver of TIAA/CREF contributions. In such cases the College will pay 15% of wages that prevailed at the time that the disability occurred, if the affected member of the bargaining unit is participating in the program prior to disability, and waiver of Group Life and Health Insurance premiums, less any benefit reduction, such as disability benefits under Social Security or Worker's Compensation.

3) From the twenty-seventh (27th) week of disability to the end of disability, age 65 or death, whichever comes first, the employee will be paid at 50% of base salary plus waivers of TIAA/CREF contributions. In such cases, the College will pay 15% of wages that prevailed at the time the disability occured if the affected bargaining unit member is participating in the program prior to disability, and waiver of Group Life and Health insurance premiums, less any benefit reduction, such as disability benefits under Social Security or Worker's Compensation.

For more details, see Syracuse University Salary Continuation Plan. The Master Plan is on file in the President's Office. The entire cost of this non-contributory plan is paid by the College.

5. TIAA/CREF Retirement Plan

The College agrees to continue the TIAA/CREF Retirement Plan currently in effect for eligible members of the unit.

Utica College will maintain the same plan as in effect on the Syracuse University campus and any change to that plan other than a reduction in the University's 11% contribution will be applied to the covered members of this Agreement.

All full time faculty, (Professors, Associate Professors, Assistant Professors, and Instructors) and Librarians are eligible to participate from their date of active employment providing the members meet the eligibility as required by TIAA/CREF.

Participation is optional at the beginning of full time employment or prior to age 35. Participation becomes mandatory for faculty at age 35 or upon completion of three years of full time service, whichever occurs first.

Newly hired full-time HEOP bargaining unit members have the option of participating in the TIAA/CREF program or the Utica College non-contributory retirement plan. This option must be exercised within the first sixty (60) days of employment.

6. Accidental Death and Dismemberment Insurance Full time members of the bargaining unit are eligible upon employment for enrollment in a separate contributory plan for a more comprehensive Accidental Death and Dismemberment program of coverage. Details of the plan can be secured in the President's Office.

7. Duration

For the duration of this Agreement, any improvement made in fringe benefits (with the exception of non-contributory Life Insurance in excess of $3,000) for the faculty and/or exempt staff located on the main campus of Syracuse University will be extended to employees in similiar categories within the Utica College bargaining unit.

ARTICLE XX

UNION SECURITY

It is agreed that current members of AAUP-UC will,as a condition of employment, continue their membership for the life of this Agreement.

Members of this unit who are not members of AAUP-UC can, on date of contract signing, elect to join or not join. If they do join they will be required as a condition of employment to remain members for the life of the contract.

All new members of this unit will have the opportunity to join or not join as they see fit.

A membership shall be deemed maintained as long as he/she tenders the uniformly required monthly dues.

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ARTICLE XXI

CHECK-OFF

Section 1.

To: Utica College

I hereby authorize you to deduct and withhold from my salary on a pay period basis, the amount specified as dues and initiation fee (if any) by AAUP-UC, and paid to the Treasurer of AAUP-UC, Burrstone Road, Utica, New York 13502, or at whatever address AAUP-UC may specify if same is changed following the signing of the authorization. This authorization shall be irrevocable for the life of this Agreement between Utica College and AAUP-UC and shall thereafter be renewed for the life of subsequent contracts unless revoked by me no later than thrity (30) days immediately preceeding the termination of such Agreement. Such revocation must be in writing, bearing the date revoked and my signature. I release Utica College from any and all liability for making this check-off from my pay.

Date:

_____

_____

_____

Name - Print

_____

Name - Signature

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_____

Social Security Number

Section 2. Upon receipt by the College of an individual written authorization (of the form set forth in Section 1), the College shall, while this authorization and this Agreement remain in effect, deduct from the employee's pay each pay period an amount equal to the semi-monthly membership dues and initiation fees in AAUP-UC and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Treasurer, AAUP-UC. No deduction shall be made for any amount of money greater than one (1) month's monthly membership dues and initiation fees.

Section 3. AAUP-UC shall certify in writing and submit to the College the amount of its regular monthly dues and intiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues or initiation fees is changed during the term of the Agreement, AAUP-UC shall certify in writing to the College the nature and effective date of the change, thirty (30) calendar days prior to the change.

Section 4. AAUP-UC shall indemnify and protect the College against all forms of liability and claims which may arise by reason of the College's compliance with this Article.

ARTICLE XXII

UNIT AND ADMINISTRATION MEETINGS

Section 1. If requested by either party of the contract, there shall be two meetings a semester between three appointed members of AAUP-UC and the Administration (President and/or designee) to discuss work related problems.

The meeting will be held in DePerno Hall starting at such time and dates that are mutually agreeable to both parties.

The agendas for such meetings will be exchanged by each party one week in advance of the scheduled meeting.

Section 2. During the spring semesters of 1985 and 1986, the parties of the Contract shall meet in an atmosphere of mutual aid and understanding to discuss issues and problems as they relate to the Administration of the Contract or the College in general.

The meeting will be called by either Chief Negotiator and held in DePerno Hall starting at such time and dates that are mutually agreeable to both parties.

The agendas for such meetings will be exchanged by each party at least one week in advance of the scheduled meeting.

These meetings shall not be for the purpose of negotiations and this article shall not be subject to the grievance and arbitration procedure.

ARTICLE XXIII

DURATION

1. This Agreement shall become effective on September 1, 1984, and shall continue in effect until August 31, 1987, at midnight, and shall be automatically renewed from year to year thereafter unless at least sixty (60) days prior to the termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXIV

The undersigned are duly representatives of Utica College and the AAUP-UC and hereto have executed this agreement on the date and year indicated below.

For the College:

by: Lansing G. Baker
President, Utica College

by: Clifford L. Winters, Jr.
Vice Chancellor for
Administrative Operations
Syracuse University

by: Vincent T. Scicchitano
Chief Negotiator

by: Molly A. Ostwald
Negotiator

For AAUP-UC:

by: Joan Murphy
President, AAUP-UC

by: Allyn R. Earl
Chief Negotiator

by: Pat Dugan
Negotiator

by: Jan DeAmicis
Negotiator

Date: August 8, 1984

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